

SERIAL 09106-RFP POINT OF SALE, INVENTORY AND RESERVATION SYSTEM

DATE OF LAST REVISION: June 03, 2010

CONTRACT END DATE: May 31, 2015

CONTRACT PERIOD THROUGH MAY 31, 2015

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **POINT OF SALE, INVENTORY AND RESERVATION SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 03, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

BW/mm
Attach

Copy to: Materials Management
Debbie Lemon, Parks



CONTRACT PURSUANT TO RFP

SERIAL 09106 -RFP

This Contract is entered into this 3rd day of June, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Art Street Interactive Inc., a California corporation ("Contractor") for the purchase of a Point of Sale, Inventory and Reservation System.

1.0 CONTRACT TERM:

- 1.0 This Contract is for a term of five (5) years, beginning on 3rd day of June, 2010 and ending the 31st day of May, 2015.
- 1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." Final payment shall be made thirty (30) days after 'Go-Live' or Acceptance date as defined in section 6.5. The hosting fee shall be payable thirty (30) days after final acceptance according to Exhibit A.

- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit B, or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

- 6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
- 6.3.3 The Contractor shall warranty the product and services for period of one year (1) from the date of acceptance by the County.
- 6.3.4 The Contractor shall perform all the warranty services as provided hereunder.
- 6.3.5 CONTRACTOR DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT CONTRACTOR WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF CONTRACTOR CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO CONTRACTOR FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF CONTRACTOR CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO CONTRACTOR FOR THE DEFICIENT SERVICES. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.4 ACCEPTANCE:

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 30 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Art Street Interactive, Inc.
Greg Hechler, President
919 Fourth Ave. Suite 205
San Diego, CA 92101

6.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.9 TERMINATION FOR DEFAULT:

6.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.16 RETENTION OF RECORDS:

6.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.16.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor

shall reimburse Maricopa County for the services not so adequately supported and documented.

6.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.18 ALTERNATIVE DISPUTE RESOLUTION:

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

6.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 CONTRACTOR LICENSE REQUIREMENT:

6.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.24.2 Contractors furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact

the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.26 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.29 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.29.1 Exhibit A, Pricing;

6.29.2 Exhibit B, Scope of Work;

- 6.29.3 Exhibit C, Materials Management Contractor Travel and Per Diem Policy:
- 6.29.4 Exhibit D, Technical Requirements; and
- 6.29.5 Exhibit E, Maricopa County Parks Map

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

**EXHIBIT A
PRICING**

SERIAL 09106-RFP

NIGP CODE: 2096601

RESPONDENT'S NAME:

Art Street Interactive, Inc.

COUNTY VENDOR NUMBER :

W000016382

ADDRESS:

7770 Regents Road, Ste 113

San Diego, CA 92122

P.O. ADDRESS:

TELEPHONE NUMBER:

877-630-2033

FACSIMILE NUMBER:

888-514-1181

WEB SITE:

<http://www.artstreet.com>

CONTACT (REPRESENTATIVE):

Trent Young/Greg Hechler

trent@artstreet.com

REPRESENTATIVE'S E-MAIL ADDRESS:

greg@artstreet.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 30 DAYS

1.0 POS/RESERVATION SYSTEM

1.1 SOFTWARE (ONE-TIME COST)

\$ 6,500.00

2.0 POS/RESERVATION SYSTEM (HOSTED)

2.1 INITIAL IMPLEMENTATION FEE (NOT TO EXCEED)

\$ 63,448.00

Includes: Integration support, training, technical assistance and all related travel costs.

*Payment upon mutually agreed and accepted milestones.

2.2 HOSTING FEE (ANNUAL)

\$ 11,940.00

Includes: Annual support, training and technical assistance per Exhibit B.

YEAR 2

\$ 11,940.00

YEAR 3

\$ 11,940.00

YEAR 4

\$ 11,940.00

YEAR 5

\$ 11,940.00

3.0 TOTAL COST FOR FIVE YEARS

\$ 129,648*

*10% discount available if hosting fees paid in advance for all FIVE (5) years.

4.0 OTHER FEES/CHARGES (LIST AS NEEDED)

Maintenance Module (Optional) \$ 9,995.00

5.0 HOURLY RATE SCHEDULE (OUTSIDE SCOPE OF EXHIBIT B)

\$50.00/hr.	Data Entry, Research, Server Administration, Beta Testing and Debugging
\$95.00/hr.	Illustration, Design and HTML Coding
\$95.00/hr.	Multimedia(Flash [excluding ActionScript authoring], video and sound editing)
\$100.00/hr.	Meetings and Consulting
\$150.00/hr.	Programming(Java, JavaScript, VBScript, SQL, ActionScript, ASP, VB/.NET, C#/.NET)
\$399.00/ea.	Individual Flash Map
\$500.00/day	Remote Training (8 hour session, completed via web conference demo)
\$1,000.00/day	On-Site Training (1 specialist)
\$1,000.00/day	On-Site Support (1 specialist)

6.0 CREDIT CARD PROCESSING

The costs for the gateway are as follows:

\$150 initial setup and design
\$30 per month
\$0.10 per transaction

*Final cost based on selection of gateway vendor approved by County.

EXHIBIT B

1.0 INTENT:

The Maricopa County Parks and Recreation (COUNTY) offers visitors the best of the Sonoran Desert, in ten regional parks/recreation areas and one conservation area. COUNTY offer activities from hiking and picnicking, to camping and mountain biking and much more within approximately 120,000 acres. Maricopa County is home to the largest regional park system in the United States.

The intent of this contract is to replace the COUNTY existing manual accounting and reservation processes with state of the art technology that will increase staff productivity and customer satisfaction. CONTRACTOR will oversee the implementation of an efficient and effective Point of Sale (POS), Inventory Control System (ICS), Reservation (campgrounds, facilities, programs, etc), Ticketing/ E Commerce system, and optional integrated Maintenance module; collectively known as "System", all integrated into a total turn-key solution with connectivity between all stations/locations.

The COUNTY Parks and Recreation (Headquarters (HQ)-Downtown) is located at 234 N. Central Ave., Phoenix, AZ 85004.

Referenced locations for immediate System implementation are as shown (including HQ):

1. Headquarters (HQ), 234 N. Central Ave #6400, Phoenix, AZ 85004
2. Estrella Mountain Regional Park, 15099 W. Casey Abbott Drive North, Goodyear, AZ 85338
3. White Tank Mountain Regional Park, 13025 N. White Tank Mountain Rd., Waddell, AZ 85355
4. Lake Pleasant Regional Park, 41835 N. Castle Hot Springs Rd., Peoria, AZ 85342
5. Desert Outdoor Center (at Lake Pleasant), 41402 N. 87th Ave., Peoria, AZ 85383
6. Cave Creek Regional Park, 37019 N. Lava Lane, Cave Creek, AZ 85331
7. McDowell Mountain Regional Park, 16300 E. McDowell Mountain Park Rd., Fountain Hills, AZ 85255
8. Usery Mountain Regional Park, 3939 N. Usery Pass Rd., Mesa, AZ 85207
9. San Tan Mountain Regional Park, 6533 W. Phillips Rd, Queen Creek, AZ 85242
10. Spur Cross Conservation Area, (Office at the Town of Cave Creek) 37622 N. Cave Creek Road, Cave Creek AZ 85331

Existing locations for possible future systems for implementation:

11. Trails and Construction office, 2410 S. 27th Ave, Phoenix, AZ 85009 (for possible maintenance module location if acquired).
12. Buckeye Hill Regional Park, 26700 W. Buckeye Hills Drive, Buckeye AZ 85326. System functions will need to be incorporated in the functions to be performed at Estrella Mountain Regional Park as there will be no manned entry station at Buckeye to accomplish required functions.
13. Adobe Dam Regional Park 23280 N. 43rd Ave. Glendale AZ 85310. System functions will need to be incorporated in the functions to be performed at Cave Creek Regional Park as there will be no manned entry station at Buckeye to accomplish required functions.

Please Note: These parks are remotely located and wireless connectivity is not available. Additional locations may be added during the term of the contract.

Definitions:

- A User is defined as a Parks Employee (full time and part time), a Park Host and a park volunteer.
- Annual pass card is defined as an identification / membership card to COUNTY
- Support Staff is defined – COUNTY has an external county department that provides most IT support, Regional Development Services Agency (RDSA)
- Camava is the software application developed by CONTRACTOR

2.0 SCOPE OF WORK:

THE TECHNICAL REQUIREMENTS ARE INCLUDED IN EXHIBIT G

2.1 POINT OF SALE (POS) FUNCTION REQUIREMENTS:

- 2.1.1 Interface/Terminal:
 - 2.1.1.1 Touch screen / regular computerized POS
 - 2.1.1.2 Connected to and with ICS, HQ and the MC network system
 - 2.1.1.3 Cash drawer with manual key lock / unlock
 - 2.1.1.4 Ability to make edits to retail or other items and/or costs and to push those changes out to one or many at a time (from HQ).
- 2.1.2 Scanner (integrated with POS terminal):
 - 2.1.2.1 Scanner attachment as a built in function; needs to scan/read common bar codes such as UPCA, UPCE, 3 of 9, 128, etc.
 - 2.1.2.2 Scanner attachment to be wired or wireless
 - 2.1.2.3 Scanner attachment port available with scanner; ability to put in a stand and remove for manual scan/reads
- 2.1.3 Process and Print:
 - 2.1.3.1 Entry ticket to the park
 - 2.1.3.2 Ramada reservation
 - 2.1.3.3 Campground reservation
 - 2.1.3.4 Annual pass card(s)
 - 2.1.3.4.1 ability to look up and re-issue a lost card, ability to add additional family members to a specific annual pass, and ability to reset current expiration date to extend an annual pass (renewals) within COUNTY guidelines.
 - 2.1.3.5 Retail goods
 - 2.1.3.6 Permits (events, special use, etc.)
 - 2.1.3.7 "Other" category – this area to only be set under security functions
- 2.1.4 Cash / Credit / Debit card transactions for sales with receipt printing of
 - 2.1.4.1 Entry ticket
 - 2.1.4.2 A reservation (Campground, facility, ramada, program, etc)
 - 2.1.4.3 Annual pass card
 - 2.1.4.4 Retail goods
 - 2.1.4.5 Other (to include details / notes line and a specific amount of characters available to use)
- 2.1.5 Refund – Cash, Credit and Debit cards for:
 - 2.1.5.1 Entry ticket
 - 2.1.5.2 A reservation (Campground, facility, ramada, program, etc.)
 - 2.1.5.3 Annual pass card
 - 2.1.5.4 Retail goods
 - 2.1.5.5 Other (to include details / notes line)
- 2.1.6 Ability to process discount coupons-(pre-) programmable with secure and logged authorization.
- 2.1.7 Manual over ride function only with secure and logged authorization within POS and ICS.
- 2.1.8 All POS and ICS connections to Maricopa County financial institution via HQ POS / ICS for credit/debit card processing shall be secured.

- 2.1.8.1 Real time data transfer to and from all locations via HQ for POS / ICS
- 2.1.8.2 Industry standards secured data transfer via internet between POS, Maricopa County financial institution, website and HQ POS / ICS - (PCI Compliance)
- 2.1.8.3 Physically secured POS / ICS systems, data connection and lines at and between all park sites 24/7 in all weather conditions and same for HQ
- 2.1.9 Receipt Centric Flow:
 - 2.1.9.1 Able to Scan Receipt Barcode and Retrieve Transaction History
 - 2.1.9.2 Able to Follow-up on Retrieved Transaction
- 2.1.10 Receipt provided to Customer should contain:
 - 2.1.10.1 Cashier ID
 - 2.1.10.2 Office (site) Name / Park Location
 - 2.1.10.3 Address
 - 2.1.10.4 Telephone number
 - 2.1.10.5 Date of Transaction
 - 2.1.10.6 Time of Transaction
 - 2.1.10.7 Type of Transaction
 - 2.1.10.8 Tender Type
 - 2.1.10.9 Total
 - 2.1.10.10 Receipt number
 - 2.1.10.11 Traceable Receipt number by Office
 - 2.1.10.12 Comment / Note Box for free text (a specific amount of set characters)
 - 2.1.10.13 Register number

2.2 ON-LINE RESERVATION SYSTEM REQUIREMENTS:

- 2.2.1 POS / ICS / Reservation system / E-commerce all integrated (PCI Compliance)
- 2.2.2 Ability to produce an electronic (email) and paper confirmation of a reservation
- 2.2.3 Ability to input customer demographics as required within a reservation
- 2.2.4 An Internet Web-based Reservation System available to Maricopa County Parks staff (Phase 1).
 - 2.2.4.1 Staff ability to print “Reserved” signage with date, time, and customer name to print for posting.
- 2.2.5 An Internet Web-based Reservation System available to the general public, i.e., external access (Phase 2).
 - 2.2.5.1 Provide viewable/interactive maps – locations of campsites, ramadas, etc.
 - 2.2.5.2 Provide photo/picture of reserve-able areas (i.e. campsite, ramadas, etc).
 - 2.2.5.3 Ability to use confirmation for follow up, reprint of receipt or rescheduling (within COUNTY guidelines/policy).
 - 2.2.5.4 Ability of staff to define parameters, limits, restrictions and use of an area
- 2.2.6 Ability to conduct all parks business in this system including POS, Reservation and Ticketing system over internet by public. (e.g. customer able to purchase day pass/entry to a park)
- 2.2.7 No constraints for developing web application to integrate with the systems E Commerce.
- 2.2.8 E-Commerce development to be seamless integration with support provided.
- 2.2.9 E-Commerce to seamlessly integrate with and update ICS along with POS.
- 2.2.10 Develop online Gift / Souvenir sales

2.2.11 Bilingual option for online / E-Commerce business customers (Optional)

2.3 **ON-LINE RESERVATION CONTROL MANAGEMENT CONSOLE SYSTEM
FUNCTION REQUIREMENTS:**

2.3.1 Interface:

2.3.1.1 Touch screen / regular computerized system connected/integrated with POS system

2.3.2 Real time / live data transfer to and from all locations for all reservations areas.

2.3.3 Edit and View rights of all reservation components consistent with COUNTY policies and needs.

2.3.4 Backend options to list and view by staff - all reservation areas by location/site in a specific format.

2.4 **REPORTING REQUIREMENTS:**

All reports are downloadable to MS Excel 2007 with an Accounting String per item attached (accounting string to be provided by COUNTY).

2.4.1 Sales Report:

2.4.1.1 Reports equal to or better than 'current cash register data'

2.4.1.2 Financial transactions

2.4.1.3 Voids

2.4.1.4 Returns

2.4.1.5 Checks

2.4.1.6 Cash

2.4.1.7 Credit card/debit card

2.4.1.8 Money (all) in drawer

2.4.1.9 By Sales clerk ID / User ID

2.4.1.10 Daily reporting of sales amounts and dollars with quantities sold of specific items

2.4.1.11 Ability to assign an accounting string to each item; example - 27 day use entries at a total of \$162.00 - 241-305-3003-AREC-0635-23 (an accounting string).

2.4.1.12 Other category (e.g. – Gift certificates, etc)

2.4.2 Inventory reports:

2.4.2.1 Reports on demand – reports including reservation(s) information in real time.

2.4.2.2 Color, size, specific item, popularity, etc.

2.4.2.3 Current in stock

2.4.2.4 Number/Quantity sold in last week / month (contain all aspects; retail, programs, reservations, etc.)

2.4.2.5 Reorder point reminders with automated flagging of / for items below a pre-set count.

2.4.3 Annual pass reports:

2.4.3.1 Database of customers name

2.4.3.2 Customers address

2.4.3.3 Customers email

2.4.3.3.1 Ability to extract data/email addresses for marketing purposes.

2.4.3.4 Annual Pass number (Passes must be in a numerical sequence)

2.4.3.5 Annual Pass renewal date

2.4.3.5.1 Annual Pass frequency of use

2.4.3.5.2 Ability to generate renewal letters and / or emails based on renewal date

2.4.3.5.3 Annual Pass usage report on demand

- 2.4.4 Reservation Reports:
 - 2.4.4.1 Demographics and other available trend reports
 - 2.4.4.2 Daily, weekly, monthly, Quarterly, half-yearly, and Annual / fiscal year reports
 - 2.4.4.3 Reports of availability (programs, campgrounds, ramadas, etc.)
 - 2.4.4.4 Ability to print or generate a list by section and/or site name all reserved sites/locations (e.g. campgrounds, facilities, etc.)
- 2.4.5 Enterprise reports, edits, complete view and archive ability to be determined by department.
- 2.4.6 Other reports to capture the following information:
 - 2.4.6.1 POS Cash Register Station number and/or location
 - 2.4.6.2 User ID and / or User Name
 - 2.4.6.3 Date
 - 2.4.6.4 Time
 - 2.4.6.5 Office Name / Park location
 - 2.4.6.6 Type of Report (e.g. Activity, Final Daily, Cumulative, etc.)
 - 2.4.6.7 Breakdown of Tender Types (e.g. Cash, Check, Credit, Debit, etc.)
 - 2.4.6.8 Total per Tender
 - 2.4.6.9 Grand Total
 - 2.4.6.9.1 Grand Total of Transaction Type (e.g. 100 Transactions for period...)
 - 2.4.6.9.2 Grand Total of Number of Transactions
 - 2.4.6.9.3 Grand Total of Number of Customers Served
- 2.4.7 Cashier/User Log report
- 2.4.8 Report shown as sales as online and location
- 2.4.9 Ability to track specific customer information
- 2.4.10 Number of duplicate receipts issued for a week, month, quarterly, half yearly and annually (by clerk/user ID/staff person or location).
- 2.4.11 Ability to customize a report as needed
- 2.4.12 Ability to export report to other formats – e.g.: PDF file

2.5 INVENTORY CONTROL SYSTEM (ICS) CONSOLE FUNCTION REQUIREMENTS:

- 2.5.1 Interface:
 - 2.5.1.1 Present one system for proposed POS/ICS/Reservation system and E-Commerce all integrated
 - 2.5.1.2 Connected to / with the POS system - HQ and MC Park locations
- 2.5.2 Scanner (integrated with POS):
 - 2.5.2.1 Scanner attachment as a built in function; needs to scan/read common bar codes such as UPCA, UPCE, 3 of 9, 128, etc
 - 2.5.2.2 Scanner to be wired or wireless
 - 2.5.2.3 Scanner attachment port available with scanner; ability to put in a stand and remove for manual scan/reads
- 2.5.3 Perpetual inventory:
 - 2.5.3.1 Update reduced inventory count when scanned to sell
 - 2.5.3.2 Update increased inventory count when scanned to stock
 - 2.5.3.3 Near real time inventory count update from all locations as it scans
- 2.5.4 Edit of inventory – (COUNTY ability to set specific users):
 - 2.5.4.1 Count
 - 2.5.4.2 Items

- 2.5.5 Inventory control viewing and editing (refer to Security section)
- 2.5.6 All POS and ICS securely connected to HQ POS / ICS (maintaining PCI Compliance)
- 2.5.7 Centralized data flow - All POS / ICS / E-Commerce and website, connected to Central Server (preferred)
- 2.5.8 E-Commerce (COUNTY to have access/ability to update and maintain website content. To include training appropriate COUNTY staff)

2.6 SECURITY REQUIREMENTS:

- 2.6.1 Ability to manually override for inventory control ability to be determined by COUNTY
- 2.6.2 Inventory control viewing and editing (in conjunction to component of ICS module). COUNTY to determine and able to set up by User specific needs - viewing and editing rights.
 - 2.6.2.1 Complete view of all components of inventory control only at one location – HQ or to be defined by User .
 - 2.6.2.2 Inventory control edit rights – to be by User.
 - 2.6.2.3 All inventory along with its price to be viewable at all POS park sites/locations.
 - 2.6.2.4 Inventory control reports (viewable/printable by User) Consistent/same design of POS and ICS throughout all park sites
 - 2.6.2.4.1 Edit and View rights of POS / ICS components consistent with COUNTY policies and needs.
- 2.6.3 User ID / Sales Clerk ID:
 - 2.6.3.1 Ability to generate User ID with individual unique ID,
 - 2.6.3.2 Ability to activate and de-activate User ID (COUNTY seasonal Hosts and Volunteers)
- 2.6.4 Ability to set/create/change a Password (COUNTY in conjunction with support staff)
- 2.6.5 Ability to set User Log-In and User Log-Off - (COUNTY in conjunction with support staff)
- 2.6.6 Ability to set Operator User Roles (COUNTY in conjunction with support staff)
- 2.6.7 Ability for a User to Log-On to a single POS System at a time

2.7 OTHER REQUIREMENTS AND DESIRED COMPONENTS:

- 2.7.1 Maintenance Module - for multiple locations and users, this is a desired component. If CONTRACTOR has capability, said vendor is to provide details/list and price of module available and please explain how this would happen;
 - 2.7.1.1 Work Order / Maintenance Module
 - 2.7.1.1.1 Ability to input, track and schedule service requests
 - 2.7.1.1.2 Management reporting (ability to export to PDF or other formats)
 - 2.7.1.1.3 Work Order / Maintenance back log
 - 2.7.1.1.4 Tools for emergency work orders/service requests
 - 2.7.1.1.5 Preventive Maintenance – with alerts and ability to assign staff, tools, costs, etc. as needed.
 - 2.7.1.1.6 Asset tracking
 - 2.7.1.1.6.1 Inventory tracking with bar code/scan capability
 - 2.7.1.1.7 Ability for Contract Management

2.8 ADDITIONAL BUSINESS OPPORTUNITIES:

CONTRACTOR is willing to allow other departments to purchase the system or components of the system. The functionality will be sold and implemented based on the needs of that particular department. Additional business inquiries can be responded to during any time by calling 877-630-2033 or electronically at anytime by e-mailing info@camava.com.

2.9 DATA MIGRATION:

CONTRACTOR will assist and consult COUNTY during the data migration process. CONTRACTOR will advise the county on the different options and methods of data migration according to the agreed upon goals and accessibility of the data. The overall goal will be to achieve business continuity for the county as it relates to the function of the system.

Standard data migration includes the importation of customer records into the Camava system. The data must be able to be exported from the legacy system and supplied to CONTRACTOR to insert into the Camava system database. Additional transactional related data can be migrated into the system. The migration of transactional data would be quoted based on the rate schedule per Exhibit A.

Transactional data is usually all data that is not a customer record. It would include future and past reservations. Data migration is completed by writing algorithms that can insert the data into the database and is quoted as “development.”

2.10 NETWORK, HARDWARE AND SYSTEM REQUIREMENTS:

THE COUNTY WILL PURCHASE THE POS HARDWARE COMPONENTS OUTSIDE THE TERMS OF THIS CONTRACT. THE COUNTY SHALL BE RESPONSIBLE FOR HARDWARE SETUP AND INSTALLATION.

2.10.1 Camava System, Web Based Application (Staff Intranet)

2.10.1.1 Network Requirement: Internet connection, 56kbps dial-up minimum

2.10.1.2 Hardware Requirement: Any PC capable of running Windows XP OS. Software Requirement: Microsoft Internet Explorer 6.0 or greater

2.10.1.3 Peripheral Requirement: receipt printer, barcode scanner (annual pass module), credit card reader, cash drawer

2.10.2 Fast Screens: Remote Point of Sale System

2.10.2.1 Network Requirement: Internet connectivity, dial-up internet connection

2.10.2.2 Hardware Requirement: (Optional: Touch Screen Monitor.) PC 1GHz Pentium III or higher, 512MB RAM

2.10.2.3 Software Requirement: Windows XP (must be cable of running SQL Server 2005 Express/MS SQL Lite

2.10.2.4 Peripheral Requirement: Stand alone credit card terminal is required. System is designed to work with industry standard USB cash drawer and receipt printer.

2.10.3 Camava System, Public Web Interface

2.10.3.1 Network Requirement: Internet connection, no bandwidth requirement

2.10.3.2 Hardware Requirement: No requirement

2.10.3.3 Software Requirement: Any major web browser

3.0 IMPLEMENTATION PLAN:

CONTRACTOR will develop the final implementation based on the agreed upon goals and priorities of COUNTY.

Sample Implementation Plan

Task #	Task	Target Date	Resources
1	Kick off meeting. Define roles and communicate agreed upon implementation strategy.	TBD	COUNTY IT, CONTRACTOR, COUNTY
2	Initialize Camava System. Setup system and SQL database infrastructure.	TBD	CONTRACTOR

3	Choose future domain name for hosted system.	TBD	CONTRACTOR, COUNTY, COUNTY IT
4	Set up domain and obtain SSL certificate.	TBD	CONTRACTOR, COUNTY IT
5	Complete site data worksheets for all parks.	TBD	COUNTY
6	Insert site data into the database.	TBD	CONTRACTOR
7	Compile and label site photographs.	TBD	COUNTY
8	Receive, edit, resize and insert site photographs into the reservation system.	TBD	CONTRACTOR
9	Review and complete business rules worksheet.	TBD	COUNTY
10	Receive and confirm COUNTY business rules.	TBD	CONTRACTOR, COUNTY
11	Develop, program and test the business rules.	TBD	CONTRACTOR
12	Set up pricing for sites.	TBD	COUNTY, CONTRACTOR
13	Load POS items into system product library.	TBD	COUNTY, CONTRACTOR
14	Implement Annual Pass Module.	TBD	CONTRACTOR
15	Begin COUNTY testing of the staff administration intranet system.	TBD	CONTRACTOR, COUNTY
16	Customize the receipts campers receive.	TBD	CONTRACTOR, COUNTY
17	Implement standard reporting.	TBD	CONTRACTOR
18	Implement custom reporting.	TBD	CONTRACTOR
19	Set up payment processing	TBD	CONTRACTOR
20	Complete the staff administration intranet system.	TBD	CONTRACTOR
21	Application Data Integration, if required. (Customer records)	TBD	CONTRACTOR, COUNTY IT
22	Train COUNTY staff on use of system intranet.	TBD	CONTRACTOR
23	Go Live: COUNTY staff intranet.	TBD	ALL
24	Review POS Fast Screens, site preparation and hardware requirements.	TBD	CONTRACTOR, COUNTY IT
25	Define COUNTY site specific requirements.	TBD	ALL
26	Acquire POS hardware.	TBD	CONTRACTOR or COUNTY IT
27	Install and test POS Fast Screen system	TBD	CONTRACTOR, COUNTY IT
28	Train users on POS Fast Screen system.	TBD	CONTRACTOR
29	Design and layout the public site.	TBD	CONTRACTOR
30	Receive the site maps from COUNTY.	TBD	CONTRACTOR, COUNTY
31	Complete programming and design of interactive flash campground maps.	TBD	CONTRACTOR
32	Complete testing of public site.	TBD	CONTRACTOR, COUNTY
33	Publish and Go Live Public website.	TBD	CONTRACTOR
34	Optional: Kick-off meeting for maintenance module.	TBD	CONTRACTOR, COUNTY
35	Optional: Begin JAD sessions for Maintenance module development.	TBD	CONTRACTOR, COUNTY
36	Optional: Development of maintenance module.B57	TBD	CONTRACTOR, COUNTY
37	Optional: begin user testing of maintenance module.	TBD	CONTRACTOR, COUNTY

38	Optional: Complete user training of maintenance module.	TBD	CONTRACTOR, COUNTY
39	Optional: Launch maintenance module.	TBD	CONTRACTOR, COUNTY

4.0 TRAINING:

4.1 STANDARD TRAINING:

Standard training is completed via web conference demonstration. The CONTRACTOR training program is a “train the trainer” format, in which a limited number of “trainers” are taught the use and functionality of the system. Once the “trainers” have completed the standard training they are able to train other members of COUNTY staff. Standard Camava training is completed during two 8-hour sessions completed via web conference. During the web conference all system features, functionalities will be covered. Additional web conference training can be scheduled and purchased based on the rate schedule per Exhibit A

After the deployment of the Fast Screen POS system, CONTRACTOR shall hold a 2-hour training session completed via web demonstration. Additional training sessions can be scheduled if required by the COUNTY per the published rate schedule.

4.2 ON-SITE TRAINING (OPTIONAL):

On-site training is available to the COUNTY based on the rate schedule per Exhibit A. A trainer will lead the training session at the client’s location. The training will require adequate meeting facilities and personal computer compatible projector.

4.3 VIDEO TUTORIAL:

Video tutorials demonstrating basic Camava functionality and processes are available on-line. The videos demonstrate key system functionality and processes. These tutorials are valuable for new staff or cross training experience staff in areas they are unfamiliar.

4.4 ON-LINE “HOW-TO” TUTORIAL:

The On-line support area has a section dedicated to the most common processes and functions of the Camava system. The how-to area is searchable so that users can narrow down to the area they need to learn. The online how-to area is always available and a valuable every day tool and a great way to cross train staff in other areas and staff functions

5.0 **MAINTENANCE, SERVICE AND SUPPORT:**

5.1 ON-LINE SUPPORT AND HELP DESK:

The On-line Support and Help Desk is accessible to all Camava intranet users 24x7x365. It provides support contact information, an elaborate searchable database of support features. The support database includes information from how to void a transaction or change a transfer fee to setting up a printer. Support topics include “How to,” “Processes and Reporting” and “Troubleshooting” sections.

An example of the Camava On-line Help Desk can be found at the following web address:
<http://www.camava.com/support/support.asp?open=110>

5.2 TELEPHONE SUPPORT:

CONTRACTOR shall support the COUNTY Camava System during the term of the contract. Regular Support hours are available from 7:00 am Pacific Standard Time until 7:00 pm Pacific Standard Time. Support requests can be made via telephone at 877-630-2033 or electronically via e-mail. Urgent Support requests can be originated outside of normal business hours; response

time is under one hour. Urgent Support requests can be originated via telephone by calling (619) 701-9114

5.3 SUPPORT CONTACTS:

With the order of Technical Support, we recommend one (1) primary and two (2) backup individuals ("technical contact") per license set, to serve as liaisons with CONTRACTOR. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. One or more user accounts will be created in the "Project Exchange" area (<http://www.artstreet.com/projectexchange.asp>). This area, based on access level will allow COUNTY staff to view, add, and update ticket items. CONTRACTOR staff is immediately emailed when a record is added or updated. Higher level users may access project schedules, billing and payment areas, etc.

5.4 MAINTENANCE:

CONTRACTOR shall maintain the COUNTY Camava System during the term of the contract. CONTRACTOR makes period updates and patches to the system to maintain system performance and integrity. Maintenance requests can be originated in the same manner as support requests. Regular Maintenance hours are available from 8:00 am Pacific Standard Time until 6 pm Pacific Standard Time. Maintenance requests can be made via telephone at 877-630-2033 or electronically via e-mail. Urgent Maintenance requests can be originated outside of normal business hours; response time is under one hour. Urgent Support requests can be originated via telephone by calling (619) 701-9114

The standard maintenance package includes four (4) hours of developer maintenance per month. If the county has exceeded the monthly allotted hours of developer time per the support and maintenance agreement, then the work would be quoted based on the hourly rate schedule per Exhibit A

5.5 SUPPORT AND MAINTENANCE CONDITIONS:

CONTRACTOR reserves the right to restrict support and maintenance for any application license to:

- 5.5.1 Issues related to the application program itself (for example, without limitation, CONTRACTOR does not offer support for "How to program in HTML, .NET or ASP"). If County wishes to customize County's application beyond what is explicitly provided for in this contract, Client must request a written upgrade contract, which must then be agreed to and signed by both CONTRACTOR and County.
- 5.5.2 Minor system maintenance. This technical maintenance shall not exceed 4 hours of developer involvement per month. Maintenance that is larger in scale or time may be quoted per the published rate schedule and may require payment for such services by the client.
- 5.5.3 Occasional upgrades of the system to include new fixes and/or features. These upgrades do not have any guaranteed frequency or inherent increase of system functionality. Upgrades are designed and distributed at the sole discretion of CONTRACTOR.
- 5.5.4 A limited number of company representatives per application sale. One contact person should make all support requests on behalf of users within their department. Two additional persons may be designated in the event of the primary person is unavailable.
- 5.5.5 Unmodified code. Only software modified by Art Street Interactive or as directed by Art Street Interactive is subject to free support.

5.5.6 Software or applications for which full payment has been received.

5.5.7 Software or applications patched, updated, or otherwise upgraded by Art Street Interactive within previous three years.

5.6 HOSTING REQUIREMENTS:

System hosting shall be provided by ActionASP. ActionASP is a full service application service provider specializing in corporate quality data services and hosting. The Camava System is hosted in a carrier neutral, Tier 2/3, SAS 70 Type II, redundant (N+1 minimum on all infrastructure) datacenter.

The data center shall achieve a minimum 99% monthly uptime. The application response time shall not be less than the established time limits for other similar users of the application in the data center.

The County shall retain the option of requesting, on an annual basis, that CONTRACTOR provide to the County and/or its auditors a copy of the SAS 70 report, type 1 or type 2 as applicable. The County may at its sole discretion make exception to the delivery of a copy of the report by allowing CONTRACTOR to produce said report for viewing purposes only, however, if CONTRACTOR exercises this option the production of the report and length of production time shall be at the county's option, but will not be duly burdensome.

5.7 PCI COMPLIANCE:

A gateway service provider shall be used for the secure PCI compliant payment solution pending COUNTY approval. The vendor shall be a Validated Level 1 Service Provider as defined by the PCI Security Standards Council. The costs associated with the payment gateway are based on the charges per Exhibit A.

5.8 ADDITIONAL CLARIFICATIONS AND RESPONSES:

If there is a discrepancy between the information provided below and what is included elsewhere in Exhibit B the information provided in this section shall take precedence.

5.8.1 Gift Cards:

5.8.1.1 Printable/emailed gift cards are standard in the hosted system; no additional cost is associated with this standard feature other than having a printer.

5.8.1.2 The functionality will mirror what is implemented for the County of San Diego.

5.8.1.3 An emailed/printable gift card is included with the system at no additional cost. Gift cards that are outside of printable/emailed (for example credit card style gift cards) would be determined based on the hourly rate schedule per Exhibit A.

5.8.1.4 Each gift certificate has a unique code, that code can be represented by a number or a barcode representing that number. Upgrading to a page that can accept a barcode scan can be implemented in the future if the county chooses to do so. The additional cost would be determined based on the hourly rate schedule per Exhibit A.

5.8.1.5 Additionally the Camava system's standard "Coupons" system allows staff to set up a coupon with a set value and unique code. This Coupon is then transferable, and used simply by identifying its code. Currently Coupons are redeemed only through the staff-operated intranet. Future upgrades are planned to allow customers to redeem them via the public system interface.

5.8.2 Scanner Integration:

5.8.2.1 The County would supply the scanner equipment. The contractor would need to use one of the scanners and drivers so that CONTRACTOR can develop and test with the intended hardware.

5.8.2.2 Contractor would develop the web interface to use these devices. The additional cost would be determined based on the hourly rate schedule per Exhibit A.

5.8.3 Change Order Process:

5.8.3.1 Most administration functionality is user controlled and can be done in real time. Certain complicated rules that the system enforces may have to be hard coded. The requests normally are received via email or telephone and can be implemented within 48 hours. These types of changes are included in the monthly maintenance cost; unless the hourly allowance has already been exhausted for that month. Historically, most changes that require less than 30 minutes of developer time are handled free of charge.

5.8.4 Equipment Requirements:

5.8.4.1 Barcode Scanners (COUNTY supplied), separate credit card terminal for POS Fast screen, Encrypted Magtek Card Swiper or similar for hosted system credit card swiping (optional), USB Cash drawer and Receipt or Standard Printer. The County will purchase these items under a separate contract.

5.8.5 Implementation:

5.8.5.1 The Camava System must be initialized before the POS Fast screens System. The hosted system point of sale must be set up prior to the client installed POS Fast screen system.

5.8.5.2 The Point of Sale must be set up in the hosted system. Separate credit card terminals must be in place if credit cards are going to be used as a payment type for the POS Fast screen system.

5.8.6 Internet Connectivity:

5.8.6.1 In the event of a disconnect a wide array of options are available based on the continuity requirements of the county. Since the system is a hosted solution, it leverages the inherent "N-tier" redundancy of the internet. In the event that one park location is taken offline, all other park locations would retain real time access to the "off-line" park location's information. Transactions would be completed via phone/facsimile. The Windows Application interface: "Fast screens for Camava" does not require full-time access to the main server, and allows non-reservable type items to be sold without an internet connection.

5.8.7 Design and Development:

5.8.7.1 Additional graphic design customization can be performed based on client goals based on the hourly rate schedule per Exhibit A.

5.8.8 Point of Sale (POS):

5.8.8.1 The system will be able to support UPC in the future.

5.8.8.2 The Contractor does not have a firm timeline for implementation on this capability.

5.8.8.3 The process would be in the form of a free upgrade to the system. The hosted system would deploy and implement the change handled by Contractor. The POS fast screen would have a new version shipped electronically to the client and the client would need to reinstall the upgraded version of the software.

5.8.8.4 At the request of the County, CONTRACTOR will implement the "General Store," module to enable the on-line sale of items that fall outside of Annual Permits/Park Passes. The cost of this is included in Exhibit A.

5.8.9 Customization:

5.8.9.1 Custom Flash Maps:

5.8.9.1.1 The implementation cost includes all the existing COUNTY maps (appx.18-22).

5.8.9.1.2 The maps can be submitted as a .pdf, .jpeg or fax. Physical maps can be mailed as long as they do not exceed 8.5in x 14in.

5.8.9.1.3 Usually updates are completed within 2 business days. Updates can be requested via telephone or via e-mail.

5.8.9.1.4 New maps can be requested via phone or e-mail. A version of the map will need to be received by the Contractor, and will normally be completed within 4-5 business days. The cost for new maps is based on the pricing in Exhibit A.

5.8.9.2 Custom Reports:

5.8.9.2.1 Custom reports under this proposal had been budgeted at 35 hours of developer time based on Section 2.4. Additional time would be based on the hourly rate schedule per Exhibit A

5.8.10 Other:

5.8.10.1 Customizable pass cards and annual passes may be purchased separately by the county from a pass card vendor agreed by both parties.

5.8.10.2 Short cut keys are not currently available but they may be created depending on the complexity and design as agreed by both parties based on the hourly rate schedule per Exhibit A.

EXHIBIT C

MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

EXHIBIT D
TECHNICAL REQUIREMENTS

Business Requirement-Indicate Yes or No if the base system configuration meets the County's need

Optional-Indicate if additional software products offered by the Proposer, other than the base system configuration, will satisfy the requirement. If additional pricing is required for this option please provide in Attachment A

Not Available-Indicate if the requirement is beyond the scope of the system configuration capabilities

Vendor/Proposer Response - Indicate specific response, additional document will be allowed for extra space if needed.

No.	Description	Business Requirement	Optional	Not Available	Vendor/Proposer Response
CONCEPTUAL DESIGN REQUIREMENTS					
1.0 SYSTEM PLATFORM					
1.1 POS/ICS SYSTEM PLATFORM					
a.	POS/ICS systems should be client/server based system, accessible through the County's private network.	Yes			Web connectivity is required.
b.	System should allow efficient scheduled and on-demand synchronization to HQ system (locations have T1 lines to connect). To minimize line traffic, information flowing between remote locations and HQ should be only what has changed (delta) and not the entire database.	Yes			Web application does not require high bandwidth. Fast Screen system is designed for low bandwidth and updates to system are made in batches.
1.2 RESERVATION SYSTEM PLATFORM					
a.	Reservation system should be web-based, accessible through from any internet connection.	Yes			Standard feature.
2.0 SYSTEM HOSTING					
2.1 POS/ICS SYSTEM HOSTING					
a.	POS/ICS System hosted location to be determined; dependent upon package chosen.	Yes			POS / ICS is integrated with the Camava System.
2.2 RESERVATION SYSTEM HOSTING					
a.	Reservation system is desired to be externally hosted. Also to be integrated with POS/ICS system. Proposer should present options.	Yes			Standard feature.
b.	COUNTY is planned that a system will be hosted in a minimum Tier 2 datacenter, providing 99.741% availability and maximum of 22 hours annual downtime. (Tier 3 is 99.982% availability with 1.6 hours annual downtime. Redundant paths for power and cooling.)	Yes			ASI's system is hosted in a SAS 70 Type II carrier neutral tier 2-3 datacenter.

3.0 SECURITY PROVISIONS					
3.1 POS/ICS SECURITY PROVISIONS					
a.	A minimum of security level shall be defined based on County IT standards depending on the system platform.	Yes			SSL and user access credentials required to access the system.
b.	The required security level for all system functions and commands shall be configurable and comply with best practices as defined by County and National Institute of Standards and Technology (NIST) for similar applications (site, chapter and verse).	Yes			
c.	The system shall be capable of establishing and enforcing a minimum user security profile. Functions and commands requested from users with insufficient security shall be denied and a transaction recorded.	Yes			User types are definable with granular levels of security access. Only permitted areas are viewable to users.
d.	System procedures shall be integrated to permit the tracking (and archiving of tracking logs) of activity by user id, time and date, etc. for audit purposes.	Yes			Standard feature.
e.	The system should have robust security to protect the application and data to comply with best practices as defined by County and NIST for similar applications (site, chapter and verse).	No			An audit to comply with your specific request is underway
f.	The system should be configured to minimize risk and reduce downtime as identified by the COUNTY.	Yes			Camava leverages N-tier internet architecture.
g.	The system should be compatible with and operate with County standard anti-virus software applications.	Yes			Camava is web browser based.
h.	PCI Compliance standards are requested with all online transactions.	Yes			Standard. See "PCI compliance."
i.	A role-based minimum security schema shall be defined based as follows (to be determined by COUNTY):1. User Roles: Park Center Manager Lead Role Clerk Role2. Audit Roles: Report Viewer Audit Manager3. Administrative Roles: System Administrator User rights manager	Yes			User types shall be customized during COUNTYD business rules implementation.
3.2 RESERVATION SYSTEM SECURITY PROVISIONS					
a.	The required security level for all system functions and commands shall be configurable and comply with best practices as defined by County and NIST for similar applications.	Yes			
b.	Financial transactions must be conducted within a secured environment and comply with NIST standards.	Yes			However they will be completely conducted on and through the selected Gateway Vendor.
c.	Requires ability to set all user levels	Yes			Standard feature.

4.0 SERVER EQUIPMENT					
4.1 POS/ICS SERVER EQUIPMENT					
a.	The server(s) shall be the latest and most appropriate equipment and / or Proposer will work with the COUNTYD and RDSA IT to validate available resources and maximize the use of existing servers.	Yes			Hosted solution runs MS IIS web server and SQL database server.
b.	Application will be configurable to work in a virtual server environment.		Optional		Off-site fail-over is available and operates in VM configuration.
c.	It is assumed that COUNTY will provide all server hardware sufficient to run proposer software, as proposer provides in specifications to COUNTY.		Optional		Camava is a hosted solution, but ASI will assist COUNTY if client hosting is desired.
4.2 RESERVATION SERVER EQUIPMENT					
a.	If reservation system is externally hosted availability to COUNTY will be 98% or greater	Yes			See Camava system information.
b.	Requests server(s) support at least a 3-tier development environment, to allow autonomous production, test, and development activities to occur simultaneously prior to implementation.	Yes			Standard with ASI hosting.
5.0 REDUNDANCY					
5.1 POS/ICS REDUNDANCY					
a.	All systems should have fail-over to a redundant system when primary system is down.	Yes			See Camava system information.
b.	System redundancy should assure system reliability and availability 24x7. Proposer to define per RFP for system and availability.	Yes			See Camava system information.
5.2 RESERVATION SYSTEM REDUNDANCY					
a.	All systems should have fail-over to a redundant system when primary system is down.	Yes			See Camava system information.
b.	System redundancy should assure system reliability and availability 24x7. Proposer to define per RFP for system and availability.	Yes			See Camava system information.
6.0 UPS					
6.1 POS/ICS UPS					
a.	Proposer software should intelligently shut down due to loss of power.	Yes			Server network is completely protected from unexpected power loss.
b.	In the event of power loss, defective UPS, etc. requires the ability to recover data.	Yes			Transactional data is not stored in system memory.
6.2 RESERVATION SYSTEM UPS					

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a.	A UPS will be attached to server to prevent loss of data in the case of outage. UPS will be of capacity to bring down the system cleanly (if externally).	Yes			See Camava system information.
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7.0 WORKSTATION REQUIREMENTS					
a.	Proposer shall recommend the minimum POS/workstation configuration to ensure efficient connection to the system.	Yes			See system requirements.
b.	Proposer shall recommend the minimum backup methodology and software to ensure no loss of data at remote sites.	Yes			Camava hosted solution does not store data locally.
c.	Proposer shall recommend the minimum UPS to ensure no loss of data at remote sites.	Yes			See system requirements.
8.0 OPERATING SYSTEM SOFTWARE					
a.	Operating system for POS/ICS should be Windows XP SP3 and for future like Windows 7.	Yes			Camava and Fast Screens are compatible XP through Windows 7.
b.	All software to include but not limited to operating systems, reporting tools, development tools, relational database management systems (RDBMS), and ancillary off-the-shelf application/utilities shall consist of the latest and most appropriate product and versions as approved by County IT standards.	Yes			ASI will work with County IT to ensure that version control meets the IT goals.
c.	All software should be of a design that can be / and allowed to deploy, update, and perform future OS upgrades by County technicians as needed.	Yes			System uses widely available/accepted Microsoft technologies.
d.	COUNTY will take ownership of warranty patches, service packs, and upgrades provided through a service agreement (reference RFP).	Yes (Fast Screen)	Optional (hosted system)		See support and maintenance.
9.0 SYSTEM DATABASE					
a.	The system should ensure data availability, integrity and reliability.	Yes			Transactions are completed on-line in real time. Invalid data is identified immediately with error messages.
b.	The County standard is MS SQL Server, the latest version, is recommended and / or requests compatibility.	Yes			The system uses MS SQL Server as its primary database.
c.	The Proposer shall provide and implement database indices to enhance reporting functionality. These indexes shall be finalized during the design reviews (proposer to define).	Yes			Indexing is implemented on all medium and large tables
d.	The Proposer shall provide and implement a means of auditing all data generated.			Partially Available	Web based, custom reporting office auditing of all valuable data.
e.	The system shall ensure that no data is removed from the databases until a successful archival of the data, to removable media, has been created and verified.	Yes			Data is not removed from the database without the client requesting the data be removed.

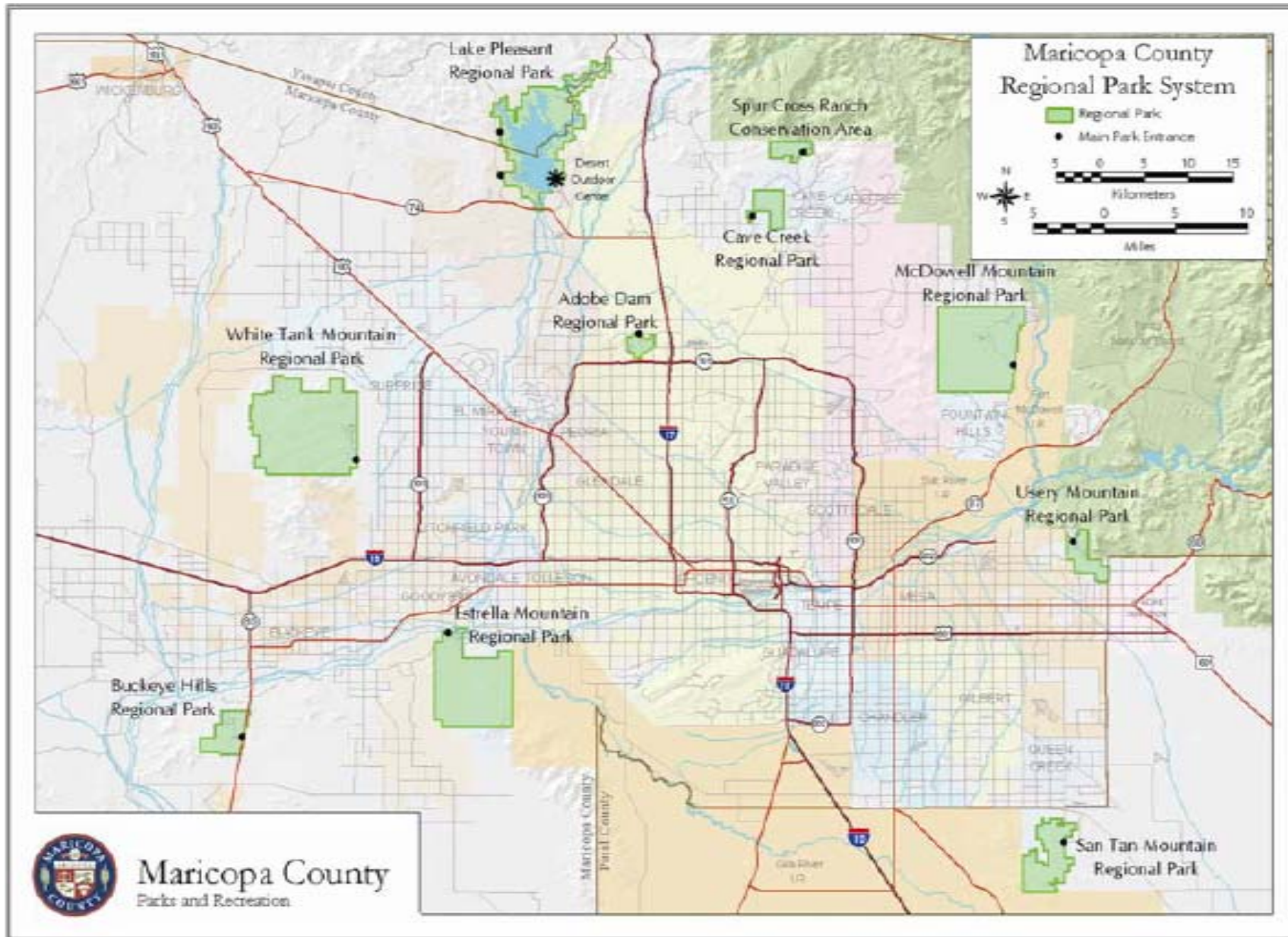
f.	The Proposer shall provide ongoing system support throughout the contract term. These resources shall be full-time and dedicated exclusively for this function through the end of the intended warranty period.	Yes			See support and maintenance.
g.	The most current version of certified database tools shall be implemented both before initial system acceptance and before the end of the intended warranty period.	Yes			The system uses the latest MS SQL Server and MS IIS.
10.0 BUSINESS APPLICATION REPORTING					
a.	The system should use a MS SQL report writing tool compatible with server environment, all clients and all interfaces including the web.	No			Report data is delivered in Web page, CSV, and PDF formats – direct access to the MS SQL database from outside of the data center is prohibited.
11.0 DATABASE ARCHIVAL, BACKUP, RESTORATION of Hosted Reservation System					
a.	The central site (HQ) shall have an automated method, including hardware and software, for the unattended archival and restoration (ie., to and from removable media except for the changing of removable media on a schedule approved by COUNTY) of all application files, database, and other relevant files. (As defined by COUNTY Records Retention schedule, will be accessible by proposer upon completion of RFP).	Yes			Authorized users may have (FTP) access via a web interface to download and archive application files.
b.	Archives, backups, and restorations shall not hinder nor prevent access to system functionality and applications.	Yes			Standard feature. Snapshots and backups are completed during off peak hours.
12.0 WEB SERVER (if solution is web-based)					
a.	Web server must have the ability to operate in a proxy environment and meet all County security standards (to be provided as needed).	Yes			Our application does make use of cookies but should not present any problem in communication
13.0 NETWORK COMMUNICATIONS					
a.	The Proposer will provide recommendations for optimization with proposed system communications network for the system, as developed in the design phase and approved by COUNTY based on County IT standards.	Yes			ASI will partner with COUNTY to ensure network requirements are achieved.
b.	COUNTY has two sites that utilize microwave connectivity. Requests Proposer make network recommendation is to ensure a secure and fast communication network between server and end-users when a variety of high speed, as well as dial-up and web-based communication media are necessary to establish end-user connectivity.	Yes			ASI will partner with COUNTY to ensure network requirements are achieved.
14.0 WIRELESS COMMUNICATIONS					

SERIAL 09106-RFP

a.	Secure wireless communications architecture will meet all County IT standards, as well as PCI Compliance standards.	Yes			Refer to PCI compliance.
15.0 REMOTE ACCESS					
a.	Remote application access will be determined based upon business requirements and must meet the COUNTYD requirements.	Yes			Remote application access is a standard feature of Camava.
b.	Remote COUNTYD sites are exiting T1 lines between COUNTYD site and COUNTYD HQ (234 N Central). - with a Microwave tower at Lake Pleasant/Desert Outdoor Center and one dial up location, at White Tank Park, if a maintenance module is recommended.)	Yes			Sufficient
16.0 TEST PLANS AND PROCEDURES					
a.	Proposer will develop test plans and procedures for all tests to ensure that each system's component test is comprehensive and verifies all the system features and device functions to be tested. Proposer to ensure all sites properly function. COUNTY able to reject proposal and seek other Proposer if all sites do not function properly.	Yes			See Warranty.
b.	Testing of all hardware, software and firmware shall be included in the test plans and procedures.	Yes			System will be hosted on pre-tested hardware already in production.
18.0 TECHNICAL SUPPORT AND TRAINING					
a.	Training shall be provided to fully familiarize COUNTYD System Support staff with all aspects of the applications software and hardware, including the structure of the applications, tables utilized all network communications and settings, plus other similar information.	No			County staff will not have direct access to the application code or Database
b.	Applications should be able to log errors. COUNTY and IT support ability to review as needed.	Yes			Errors are logged by the application, OS event Log and IIS Logs

EXHIBIT E

MARICOPA COUNTY PARKS MAP



ART STREET INTERACTIVE INC. 7770 REGENTS ROAD, SUITE 113-322, SAN DIEGO, CA 92122

PRICING SHEET: NIGP CODE 2096601

Terms:	NET 30
Vendor Number:	W000016382 X
Telephone Number:	877/630-2033
Fax Number:	888/514-1161
Contact Person:	Greg Hechler
E-mail Address:	greg@artstreet.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2015.